

**Schedule 1 – Order Sum**

**1 Order Sum Summary**

- (a) This Purchase Order is lump sum, re-measure or part lump sum part re-measure as indicated on the Purchase Order by the respective unit of measurement.
- (b) If this Purchase Order is re-measurable, Contractor must not, without prior written direction from HanRoy’s Representative, perform any Services which would result in the Contract Sum exceeding the Purchase Order value as calculated and detailed per the line items of the Purchase Order.

**2 General Direction**

- (a) In the event of ambiguity or discrepancy between these provisions and the PO Terms, the PO terms shall prevail to the extent of any inconsistency.
- (b) Rates included within this Order are fixed for the term of the Order.
- (c) All rates and prices apply equally to executing the Supply regardless of difficulty, location, height, complexity, time, quantity or materials and equipment required.
- (d) The descriptions of pay items and their associated discipline are intended only as brief descriptions sufficient for identification and are not intended to be exhaustive detailing of every operation and component involved in carrying out all obligations under the Order necessary for the Supply.
- (e) If the Schedule of Rates omits an item which should have been included, the omitted item is deemed to be included, that is necessary for the Supply, in the items that are identified in the Schedule of Rates (to the extent such work does not apply to the lump sum part of the Contract).
- (f) Remeasures of Schedule of Rates quantities with all supporting justification, calculations and the like shall be provided monthly to HanRoy for review and approval referencing the respective pay items.
- (g) As per the PO Terms. the rates entered in this Schedules of Rates / Bills of Quantities are the full inclusive value of the Supply covered by the respective items including but not limited to the following, unless expressly stated otherwise:
  - (i) Labour and costs associated therewith including all site allowances, non-productive time and the like.
  - (ii) Plant, vehicle, access requirements, equipment and costs associated therewith including transport to, around and from Site including car parking and storage.
  - (iii) The supply, loading, transporting, unloading, handling, preservation, storage of plant and equipment, include the return of any surplus material.
  - (iv) Fixings, fittings, accessories, consumables, tools, sundries and the like.
  - (v) Use of handheld plant and equipment where required.
  - (vi) Removal and correct disposal off site of surplus or spoil materials and costs in connection therewith including tip fees.
  - (vii) Notifying, making arrangements and liaising with all relevant statutory bodies, authorities and councils to obtain all licences and permits necessary for the execution of the Supply and costs in connection therewith.

- (viii) The effect of phasing and staging of the Supply or of alteration or additions to existing services and supplies to the extent that such work is set forth or reasonably implied in the Order.
- (ix) Sequence working, breaks in continuity, repeat mobilisation, any phasing of the Supply, and sectional completion specifically noted or implied.
- (x) Attendance upon HanRoy supplied items (if any);
- (xi) Design and all associated requirements (if applicable).
- (xii) Information technology, internet and communications costs including for associated systems.
- (xiii) Project related expenses, such as printing, disbursements and the like.
- (xiv) Coordination and interfacing of the Supply with works by others.
- (xv) All costs for quality assurance systems including carrying out all tests, audits and the like and for providing certificates of conformity and compliance.
- (xvi) All training required for staff and operatives to complete the Supply.
- (xvii) Establishment, mobilisation and demobilisation costs.
- (xviii) Supervision, administration and management costs.
- (xix) Preliminaries and general costs.
- (xx) Overhead costs (including head office, project office and on-site costs), margin and profit.
- (xxi) General obligations, liabilities, duties and risks involved in the execution of the Supply set forth and reasonably implied in the Order.

**3 Time**

- (a) For schedule of rates and variation pricing basis:
  - (i) Labour and equipment hours charged shall be rounded up to the nearest 15-minute interval;
  - (ii) Only productive time shall be charged for hourly rates as accepted by HanRoy; and
  - (iii) Travel time to and from the Site is non-chargeable time as this cost is included within the rates and prices.

**4 Time Sheets**

- (a) For schedule of rates and variation pricing basis:
  - (i) Pay item hours and quantities, referencing the respective schedule of rates pay items, must be quantified and submitted using daily timesheets and timesheet registers, signed off by the Contractor and submitted for HanRoy approval weekly;
  - (ii) Timesheet submitted late will only be payable at the discretion of HanRoy and unsigned Timesheet may not be paid;
  - (iii) Changes in resources employed or equipment provided on any item of daywork may only be made with the written permission of HanRoy; and
  - (iv) Applicable labour rate for Contractors individual personnel must be agreed in writing prior to mobilisation.

**5 Standby**

- (a) For a schedule of rates and variation pricing basis:

- (i) Where standby rates are granted by HanRoy's Representative the associated costs shall be limited to the number of hours each member of personnel was unable to be productively and efficiently employed as agreed by HanRoy's Representative;
- (ii) Standby time shall be capped and paid by HanRoy to a maximum of up to 8 hours per day, off-site and 12 hours per day on-site where applicable; and
- (iii) The standby rates do not form part of the Contract Sum and are only to be used in valuing delay costs should the Contractor be entitled to costs under the Order.

**6 Materials**

- (a) For a schedule of rates and variation pricing basis:
  - (i) The cost of materials used by Contractor shall be charged at the net price paid by Contractor + 5% for the materials delivered to Site as substantiated by suppliers' invoices. Payment shall only be made for the quantity required including any reasonable associated surplus material if directed and accepted by HanRoy.

**7 Subcontractors**

- (a) Where not already covered by scheduled items for the Supply:
  - (i) The cost of subcontractors and labour hire agency personnel engaged by the Contractor to perform the Supply shall be based on the approved actual costs of labour or materials charged at the actual hours worked at the direction of HanRoy + 5%;
  - (ii) On-costs for Contractors subcontractors and labour hire agency personnel, where applicable, shall include for all establishment costs, mobilisation and demobilisation costs, overhead costs, profit, insurances, executive supervision, staff employed on supervision work and for all other costs incurred in the employment of Contractors and labour hire agency personnel on timesheets; and
  - (iii) The Contractor shall provide wage sheets, invoices or other evidence to the satisfaction of HanRoy of payment for work carried out on timesheets by subcontractors and labour hire agency personnel.

**Schedule 2 Schedule of Rates**

- (b) As explicitly noted by the line items within the Purchase Order and/ or document forming part of the Purchase Order.

**Schedule 3 – Scope of Supply**

- (a) As explicitly noted, inferred or implied by the line items within the Purchase Order and/ or the Scope of Supply forming part of the Purchase Order. If Vendor's proposal is noted on the Purchase Order, only the scope and rates are incorporated into the Purchase Order.

**Schedule 4 – HanRoy Resources**

- (a) HanRoy will provide the following resources to Contractor:
  - (i) Nil.

**Schedule 5 – HanRoy Policies and Procedures**

- (a) Contractor is required to comply with all HanRoy Policies and Procedures made available to Contractor: via HanRoy's vendor documents portal <https://www.hanroy.com.au/vendors/health-and-safety-documents/>; as part of HanRoy's vendor onboarding process as updated from time to time; or as otherwise contained within the Order.